

**FIRST AMENDMENT
TO ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT,**

This First Amendment (“First Amendment”) is made and entered into as of June____2025 (“First Amendment Effective Date”), by and between **ACCELA, INC.** (“ACCELA”) and Lexington-Fayette Urban County Government (“County”), and amends that Accela Master Software as a Service (SaaS) Agreement, dated June 6, 2024 (“Agreement”) as executed by the parties.

WHEREAS, ACCELA and County wish to amend the Agreement, in accordance with the terms and conditions of this First Amendment; and

WHEREAS, the capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement; and

WHEREAS, ACCELA and County agree that, with the exception of any agreements that are presently active under the Agreement, which remain in full force, this First Amendment modifies the Agreement between the parties commencing as of the First Amendment Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

- 1. Exhibit B, “Order Form” of the Agreement is hereby amended by deleting the existing Exhibit B “Order Form” and replacing it in full with the Order Form attached to this Amendment:**
- 2. Termination for Convenience.** Notwithstanding anything to the contrary, County may terminate this First Amendment for convenience provided ACCELA is provided with 30 days’ notice. In the event of termination of this First Amendment, ACCELA shall be paid all fees up to the date of termination. Notwithstanding anything to the contrary, prepaid fees are not subject to refund.
- 3. Except as so amended, all other provisions of the Agreement shall remain unchanged.**

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this First Amendment as of the First Amendment Effective Date.

Lexington-Fayette Urban County Government

ACCELA, INC.

Signature:_____

Signature:_____

Name:_____

Name:_____

Date:_____

Date:_____

